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## IN THE DISTRICT COURT OF OKLAHOMA COUNTY STATE OF OKLAHOMA

Oklahoma Department of Securities	)	_2
ex rel. Melanie Hall, Administrator,	)	FILED IN DISTRICT COURT
	)	OKLAHOMA COUNTY
Plaintiff,	)	
v.	)	Case No. CJ-2022-5066 0CT 2 3 2023
	)	Judge Don Andrews
Premier Global Corporation, et al.	)	RICK WARREN COURT CLERK
	)	43
Defendants	)	

## RESPONSE IN OPPOSITION TO PLAINTIFF'S MOTION FOR PROTECTIVE ORDER AND BRIEF IN SUPPORT

Plaintiff seeks to have a protective order entered that protects disclosure of its documents and information but does not allow that same protection for Defendants. Instead, Plaintiff's proposed protective order would allow Plaintiff to essentially de-designate the confidential information of other parties whenever it deems fit ("Plaintiff's PO"). In order to promote meaningful engagement in discovery for all parties, Defendant, Richard Dean, files this Response in Opposition to Plaintiff's Motion for Protective Order and Brief in Support requesting the Court deny Plaintiff's Motion and enter the proposed a protective order enclosed as **Exhibit A** agreed to by all defendants ("Defendants' PO") in the above-styled litigation and which addresses all of Plaintiff's concerns in an equitable manner.

#### **BACKGROUND**

- 1. Mr. Dean does not dispute that a protective order should be entered in this case, but he disputes the scope and leeway provided to Plaintiff in the proposed Plaintiff's PO.
- 2. On August 15, 2023, Mr. Dean's counsel circulated a draft protective order to all parties as well as for Plaintiff's review and provided the option to confer on any modifications particularly where Plaintiff requested one agreement to cover the production of all parties. **Ex. B**, 8/15/2023 Email from Tara LaClair.

- 3. That same day, Plaintiff responded that certain statutory considerations were applicable to Plaintiff, so Plaintiff would circulate a revised draft with the specific language applicable to Plaintiff. Ex. C, 8/15/2023 Email from Shaun Mullins.
- 4. Over a week later and on August 24, 2023, Plaintiff proposed Plaintiff's PO and stated that counsel for different defendants in the case have separately requested a protective order so the circulated protective order contains both standard protective order language as well as language to address Plaintiff's statutory obligations. **Ex. D**, 8/24/2023 Email from Brad Davenport.
- 5. As such, Mr. Dean's counsel then conferred with all other defendants on Plaintiff's PO. And on September 14, 2023, all defendants collectively proposed Defendant's PO to Plaintiff as an alternative to Plaintiff's PO with the option to confer on any proposed revisions. **Ex. E**, 9/14/2023 Email from Tara LaClair.
- 6. No response was ever received from Plaintiff. Instead of conferring or proposing any changes to Defendants' PO, Plaintiff filed the present motion on October 3, 2023.
- 7. Plaintiff's PO provides broad and unchecked discretion to Plaintiff to de-designate previously designated confidential information and produce designated confidential information with other agencies, law enforcement, or other entities/people without <u>any</u> notice to Defendants.
- 8. Because of the importance of knowing who holds a party's confidential information, Defendants' PO provides for Plaintiff's ability to comply with its statutory requirements without limitation *but also* to provide notice to Defendants that the information is being shared and with whom pursuant to those statutory requirements.

- 9. The overbroad additional discretion Plaintiff seeks is *not* statutorily required or necessary and would instead act as a tool that sabotages the reasonable and necessary purposes of the protective order.
- 10. Therefore, Mr. Dean respectfully requests that the Court enter Defendants' PO attached hereto as **Exhibit A**, deny Plaintiff's Motion for Protective Order, and award Mr. Dean his attorneys' fees and costs in having to respond to Plaintiff's Motion for Protective Order due to Plaintiff's failure to confer with Mr. Dean and the other Defendants.

#### **ARGUMENT AND AUTHORITIES**

Under Oklahoma law, a plaintiff's right to discovery, which is not statutorily unlimited, stands subject to judicial supervision; this is true even where Plaintiff is an entity with statutory duties and responsibilities like here. YWCA of Oklahoma City v. Melson, 1997 OK 81, ¶ 25, 944 P.2d 304, 312 (Okla. 1997). Indeed, upon motion for protective order under 12 O.S. § 3226(C), the trial court should consider whether a protective order is necessary to prevent misuse of discovery. 12 O.S. § 3226(C). Oversight is necessary because "it is clear from experience" that discovery has a significant potential for abuse. Seattle Times Co. v. Rhinehart, 467 U.S. 20, 32 (1984). Here, Plaintiff's Motion for Protective Order should be denied because (a) Plaintiff's PO provides unchecked discretion to Plaintiff's use and de-designation of confidential information which thwarts the purpose of a protective order, (b) Plaintiff's Motion misstates and overlooks the terms in Defendants' PO that address all of Plaintiff's concerns, and (c) Plaintiff failed to meet and confer with Defendants in good faith regarding entry of the protective order.

## I. Plaintiff's Proposed Protective Order Provides Plaintiff Unchecked Discretion that Thwarts the Purpose of the Protective Order.

Defendants' PO provides exceptions for disclosure of designated confidential information that permit Plaintiff to fulfill all of its statutory obligations. Plaintiff's main argument in its Motion

and contention against Defendants' PO is that Plaintiff must be able to comply with its statutory duties outlined in Sections 1-607 and/or 1-608 of the Oklahoma Uniform Securities Act of 2004. Plaintiff's argument in its Motion that Defendants' PO improperly prohibits Plaintiff from sharing information pursuant to its statutory obligations and limits information sharing is simply false. And the case law cited in Plaintiff's Motion is not only not binding on this Court as not from this jurisdiction but also does not state the premise Plaintiff portrays that no limitation may be allowed on discovery when the SEC is involved—Plaintiff's own proposed protective order demonstrates the contrary.

Defendants' PO, just like Plaintiff's PO, limits the use of designated information this the above-styled litigation. Plaintiff's PO, ¶ 5(a); Defendants' PO, ¶¶ 1(f) & 3. But Defendants' PO, just like Plaintiff's PO, provides exceptions for that limit. Plaintiff's PO, ¶ 5(a); Defendants' PO, ¶¶ 1(f) & 3. Addressing the concern expressed in Plaintiff's Motion, Paragraph 12(c) of Defendants' PO permits any party, including Plaintiff, to produce designated information pursuant to a subpoena or other process from any person including governmental agencies, departments or bodies, boards or associations. Defendants' PO, ¶ 12(c). This reasonably permits Plaintiff to comply with any authorized disclosure pursuant to Sections 1-607 and/or 1-608 of the Oklahoma Uniform Securities Act of 2004 or as required for law enforcement activities. The reasonable restraint on that disclosure ability in Defendants' PO, unlike in Plaintiff's PO, is that notice must be provided to counsel for the party/person who originally produced the designated materials. *Id.* But no other constraint is placed on Plaintiff's ability to fulfill its statutory duties other than the reasonable expectation that notice is provided to the party whose confidential information was produced pursuant to this litigation and is now being shared outside of this litigation. *Id.* 

Instead, Plaintiff's PO provides no notice mechanism to parties that their confidential information is being shared. And scarier yet is that Plaintiff's PO provides that protections of Plaintiff's PO will not apply to documents already in Plaintiff's possession—even if previously marked as Confidential. Plaintiff's PO, ¶ 13(a). Plaintiff's PO grants Plaintiff the unchecked authority to de-designate confidential information in its possession. That ability is *not* part of Plaintiff's statutory requirements.

Further, Plaintiff's PO permits Plaintiff to determine whether disclosure of designated information is to be produced under the Open Records Act. Plaintiff's PO, ¶ 13(c). By nature of the rules in the protective orders proposed, whether Plaintiff's or Defendants, confidential information is not information available to the public, so consideration of the Open Records Act is inappropriate. Nothing in Defendants' PO prevents Plaintiff from complying with production of records pursuant to an Open Records Act request. And such blanket authority in Plaintiff's PO should not be granted when Plaintiff admits in its Motion that significant amounts of personally identifiable information, financial records and information, and some medical information will be produced in discovery, the disclosure of which will affect not only the parties but also innocent investors that Plaintiff is meant to protect.

Therefore, Plaintiff's Motion should be denied, and Defendants' PO should be entered.

# II. Plaintiff Attempts to Avoid the Necessity of a Two-Tiered Classification of Confidentiality that Acts to Protect Not Only the Parties But Also Innocent Investors and Businesses.

Defendants' PO foresees the need to have two categories of designation: (1) Confidential and (2) Highly Confidential. Defendants' PO, ¶¶ 1(c) & (d). Plaintiff argues in its Motion that a two-tiered confidential treatment process is difficult for the parties to maintain and the Court to supervise and would be a nuisance to the Court and the consumption of considerable resources by the parties—this is false. First, the two designations require the exact same processes and

procedures. Defendants' PO, ¶¶ 2 & 3. The only distinction in handling Confidential versus Highly Confidential information pursuant to Defendants' PO is the disclosure of designated information being limited to who and how many people that information may be provided to in furtherance of this litigation. Defendants' PO, ¶¶ 4 & 5. But that limitation is not a limit on Plaintiff's statutory duties as the exceptions already discussed for disclosure in Paragraph 12 still apply. Defendants' PO, ¶ 12(c). Therefore, Plaintiff's claimed contentions are a smoke screen. Plaintiff's Motion should be denied, and entry of Defendant's PO should be granted.

#### III. Plaintiff Failed to Meet and Confer with Defendants in Good Faith.

In moving for a protective order, the movant must certify that it "has in good faith conferred or attempted to confer, either in person or by telephone, with other affected parties in an effort to resolve the dispute without court action." 12 O.S. § 3226(C)(1). Although such a certification is present in Plaintiff's Motion, Plaintiff did not actually confer or attempt to confer in good faith or otherwise with Mr. Dean or any of the defendants regarding the protective order. Initially, the parties were in communication about needing a protective order in this litigation. Despite addressing Plaintiff's concerns and providing a protective order agreed to by all Defendants with an opportunity for Plaintiff to propose modifications, Plaintiff never responded. Plaintiff did not email its concerns, questions, edits, or proposed modifications, and did not inquire about scheduling a meet and confer discussion either in person or by telephone. Rather, Plaintiff went silent and then suddenly filed the present Motion. Such a certification in Plaintiff's Motion that is untrue warrants the Court imposing upon Plaintiff an appropriate sanction, including an order to pay the amount of reasonable expenses and attorneys' fees incurred by Mr. Dean in responding to Plaintiff's Motion. 12 O.S. § 3226(G).

#### **CONCLUSION**

Entering a protective order that gives Plaintiff carte blanche discretion to share Confidential Information or de-designate material previously marked as Confidential Information is utterly purposeless. Plaintiff's PO is entirely self-serving. Because Mr. Dean wishes to engage in meaningful discovery fruitful to all parties, Mr. Dean respectfully requests that the Court enter Defendants' PO attached hereto as **Exhibit A**, deny Plaintiff's Motion for Protective Order, award Mr. Dean his attorneys' fees and costs in having to respond to Plaintiff's Motion for Protective Order due to Plaintiff's failure to confer with Mr. Dean and the other defendants, and for such other and further relief as the Court deems just and equitable.

Dated this 23rd day of October, 2023

Respectfully submitted,

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ATTORNEYS FOR DEFENDANTS RICHARD DALE DEAN AND DDI ADVISORY GROUP, LLC

#### **CERTIFICATE OF SERVICE**

This certifies that on this 23rd day of October, 2023, a true and correct copy of the above and foregoing was delivered to:

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(via E-Mail and First Class Mail)

**Shaun Mullins** 

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Tara A. LaClair

### IN THE DISTRICT COURT OF OKLAHOMA COUNTY STATE OF OKLAHOMA

Oklahoma Department of Securities ex rel. Melanie Hall, Administrator,

Plaintiff,

v.

Case No. CJ-2022-5066 Judge Don Andrews

Premier Global Corporation, et al.

Defendants.

#### STIPULATED PROTECTIVE ORDER

The parties have informed the Court that certain documents and information have been and may be sought, produced or exhibited by and between the parties in the above-captioned proceeding (the "Proceeding") and that some of these documents relate to the parties' and non-parties' financial information, competitive information, or other types of sensitive information which the party making the production deems confidential. It has been agreed by the parties to the Proceeding, through their respective counsel, that to expedite the flow of discovery material and to preserve the confidentiality of certain documents and information, a protective order should be entered by the Court. The Court has reviewed the terms and conditions of this Protective Order and the Motion for Protective Order is granted.

Based on the parties' submissions, it is hereby ORDERED that:

#### 1. Scope

a. This Order shall govern all documents, the information contained therein, and all other information produced or disclosed during the Proceeding whether revealed in a document, deposition, other testimony, discovery response or otherwise, by any party, including any non-party, in this Proceeding (the "Supplying Party") to any other party, including any non-party, (the "Receiving Party"), when same is designated with the procedures set forth herein. This Order is



binding upon the parties to the Proceeding, including their respective corporate parents, subsidiaries and affiliates as well as their respective attorneys, agents, representatives, officers and employees and others as set forth in this Order. This Order is also binding on and applies to all non-parties who either produce or receive documents or information in connection with this Proceeding.

- b. Under this Order, any Supplying Party shall have the right to identify and designate as "Confidential" any document or other information it produces or provides, or any testimony given in this Proceeding, which testimony or discovery material is believed in good faith by that Supplying Party, and by the Supplying Party's counsel, to constitute, reflect or disclose sensitive personal financial information, trade secrets, or other confidential research, development, or commercial information ("Designated Material").
- c. "Confidential Information" as used herein means any Designated Material that is designated pursuant to this Protective Order as "Confidential" by the Supplying Party, whether it is a document, information contained in a document, information revealed during a deposition or other testimony, information revealed in an interrogatory answer or information otherwise revealed.
- d. All documents and information described in Paragraph (1)(c) as Confidential Information and which a party, and the party's counsel, believes to be extremely sensitive confidential and/or proprietary information, the disclosure of which, even limited to the restrictions placed on Confidential Information in this Order, would compromise and/or jeopardize the Supplying Party's competitive business interests ("Highly Confidential Information"), may be designated as "Highly Confidential" by said party and furnished to the other parties pursuant to this Order.

- e. A party may designate as "Confidential" or "Highly Confidential" information in the possession of and supplied by a non-party if the information was transmitted to the non-party under an agreement or an obligation that it would remain confidential, and the information otherwise complies with Paragraph 1(c) and (d).
- f. Subject to paragraph 12(c), all documents and other materials produced in this litigation shall be used only for purposes of this litigation whether or not a Supplying Party designates such documents or materials as "Confidential" or "Highly Confidential."

#### 2. Designation of Confidentiality

Documents or information may be designated CONFIDENTIAL or HIGHLY CONFIDENTIAL within the meaning of this Order in the following ways:

a. Specific documents produced by a Supplying Party shall, if appropriate, be designated as "Confidential" or "Highly Confidential" by marking the first page of the document and each subsequent page thereof containing Confidential or Highly Confidential information with the legend: "CONFIDENTIAL," "CONFIDENTIAL-SUBJECT TO PROTECTIVE ORDER," "HIGHLY CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-SUBJECT TO PROTECTIVE ORDER."

- b. In the case of interrogatory answers and responses to requests for admissions, if appropriate, designation of Confidential or Highly Confidential information shall be made by means of a statement in the answers or responses specifying that the answers or responses or specific parts thereof are designated "CONFIDENTIAL or HIGHLY CONFIDENTIAL." The following legend shall be placed on each page of interrogatory answers or responses to requests for admission containing Confidential Information or Highly Confidential Information: "CONTAINS CONFIDENTIAL INFORMATION" or "CONTAINS HIGHLY CONFIDENTIAL INFORMATION."
- In the case of depositions and the information contained in depositions (including exhibits), designation of the portions of the transcript (including exhibits) which contain Confidential Information or Highly Confidential Information shall be made by a statement to such effect on the record in the course of the deposition by counsel for the party or witness producing such information, or by letter from such counsel within thirty (30) days of receipt of the deposition transcript or copy thereof (or written notification that the transcript is available). The entire deposition transcript (including exhibits) shall be treated as Highly Confidential under this Order until the expiration of the above-referenced thirty-day period for designation by letter, except that the deponent may review the transcript of his or her own deposition during this thirty-day period. After the expiration of the thirty (30) day period, the following legend shall be conspicuously placed on the front and back of any original deposition transcript, and on each copy thereof, which contains Confidential Information or Highly Confidential Information: "CONTAINS "CONTAINS **HIGHLY** CONFIDENTIAL **INFORMATION**" CONFIDENTIAL If portions of a video recorded deposition are designated as INFORMATION."

"CONFIDENTIAL" or "HIGHLY CONFIDENTIAL," the videocassette or other videotape container shall be labeled with the same legend provided for in paragraph 2(a).

- d. To the extent that matter stored or recorded in the form of electronic or magnetic media (including information, files, databases, or programs stored on any digital or analog machine-readable device, computers, discs, networks or tapes) ("Computerized Material") is produced by any party in such form, the Supplying Party may designate such matter as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" by cover letter referring generally to such matter or by affixing to such media a label with the legend provided for in paragraph 2(a) above. Whenever any party to whom Computerized Material designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" is produced reduces such material to hard-copy form, such party shall mark such hard-copy form with the legend provided for in paragraph 2(a) above.
- e. To the extent that any party or counsel for any party creates, develops or otherwise establishes on any digital or analog machine-readable device, recording media, computer, disc, network, tape, file, database or program information designated CONFIDENTIAL and/or HIGHLY CONFIDENTIAL, that party and/or its counsel must take all necessary steps to ensure that access to such media is properly restricted to those persons who, by the terms of this Order, may have access to Confidential Information and/or Highly Confidential Information, and will affix to any media containing such information a label with the legend provided for in paragraph 2(a) above.
- f. Where a party intends to file any documents and materials with the Court containing or reflecting the contents of Confidential Information or Highly Confidential Information, the party shall first file a motion for leave to file such documents and materials under seal pursuant to Local District Court Rule 10.1(C), which motion shall be filed at least two full business days prior to the

date on which the proposed sealed filing is to be made. If the LCvR 5.2 motion is granted, and to the extent not inconsistent with Rule 10.1(C), such documents and materials shall be labeled "CONFIDENTIAL INFORMATION (or HIGHLY CONFIDENTIAL INFORMATION) -SUBJECT TO COURT ORDER" and shall also bear the legend "FILED UNDER SEAL" on the cover page of the document. Only those portions of such documents and materials containing or reflecting Confidential Information or Highly Confidential Information shall be considered Confidential or Highly Confidential and may be disclosed only in accordance with this Order. Each party shall use its best efforts to minimize filings that necessitate the filing of documents and materials designated Confidential or Highly Confidential under seal. No party or other person may have access to any sealed document from the files of the Court without an order of the Court. This provision does not relieve the filing party of serving the document on other parties in accordance with ordinary procedures established by the civil and local rules or Court order. Regardless of any provision in this Order to the contrary, a party does not have to file a document under seal if the Confidential Information or Highly Confidential Information contained or reflected in the document was so designated solely by that party.

g. Documents filed under seal may be unsealed at the Court's discretion.

#### 3. Use of Confidential Information or Highly Confidential Information

Subject to Paragraph 12(c), Confidential Information or Highly Confidential Information shall not be used by any person, other than the Supplying Party, for any purpose other than conducting this Proceeding, Oklahoma Department of Securities ex rel. Melanie Hall, Administrator v. Premier Global Corporation, Case No. CJ-2022-5066, which case is pending in the District Court for Oklahoma County.

#### 4. Disclosure of Confidential Information

- a. The attorneys of record are responsible for employing reasonable measures, consistent with this Order, to control access to, and distribution of information designated "CONFIDENTIAL" pursuant to this Order.
- b. Subject to Paragraph 6 below, access to information designated "CONFIDENTIAL" pursuant to this Order shall be limited to the following persons:
  - i. The parties, including outside and in-house counsel for the parties, as well as members and employees of their firms including but not limited to their paralegals, investigative, secretarial, and clerical personnel who are employed by and engaged in assisting such counsel in this Proceeding.
  - Outside photocopying, data processing or graphic production services
     employed by the parties or their counsel to assist in this Proceeding.
  - iii. Any outside expert or consultant (or any employee of such outside expert or consultant) who is retained, or sought to be retained, by counsel for a party in this Proceeding, for purposes of consulting, and/or testifying in this Proceeding, and to whom counsel in good faith has deemed disclosure of such "CONFIDENTIAL" material is reasonably necessary in order to assist in the preparation or the conduct of this Proceeding. This paragraph shall not relieve, change, or otherwise affect any obligations or limitations imposed on any person by contract or law regarding the disclosure or use of trade secrets or other confidential or proprietary information.
  - iv. Five (and no more than five) directors, officers, employees or other representatives of a party or its corporate parent whose review of the

specific Confidential Information is reasonably necessary to assist in the prosecution or defense of this Proceeding. However, a party that originally designated information as "CONFIDENTIAL" may reveal such information to any of its own directors, officers, employees, or other representatives.

- v. Any fact witness, at the witness' deposition in this Proceeding, but only if counsel who discloses "CONFIDENTIAL" information to the witness determines, in good faith, that such disclosure is reasonably necessary and appropriate to assist in the conduct of this Proceeding.
- vi. Any person (a) who was involved in the preparation of the document or other tangible medium containing the Confidential Information and/or who is shown on the face of "CONFIDENTIAL" material to have authored or received the "CONFIDENTIAL" material sought to be disclosed to that person, or (b) who is specifically referenced by name and substantively discussed in the "CONFIDENTIAL" material, but only as to the specific material the person authored or received, or in which such person is referenced and discussed.
- vii. This Court or any other Court exercising jurisdiction with respect to this litigation, Court personnel, jurors, and qualified persons (including necessary clerical personnel) recording, taking or transcribing testimony or argument at any deposition, hearing, trial or appeal in this litigation; and

viii. Any other person to whom the Supplying Party agrees in writing or on the record in advance of the disclosure, provided that the party seeking to make the disclosure must first submit a request, in writing or on the record, to the Supplying Party explaining why the disclosure is necessary. If the Supplying Party does not agree to allow the disclosure, the party seeking to make the disclosure may file a motion with the Court for approval to make the disclosure.

#### 5. Disclosure of Highly Confidential Information

- a. The attorneys of record are responsible for employing reasonable measures, consistent with this Order, to control access to, and distribution of information designated "HIGHLY CONFIDENTIAL" pursuant to this Order.
- b. Subject to paragraph 6 below, access to information designated "HIGHLY CONFIDENTIAL" pursuant to this Order shall be limited to the following persons:
  - Outside counsel for the parties as well as their paralegals, investigative, secretarial and clerical personnel who are employed by and engaged in assisting such counsel in this litigation.
  - ii. Two (and no more than two) in-house counsel of a party or its corporate parent designated as having responsibility for making decisions dealing directly with the resolution of this Proceeding.
  - iii. Outside photocopying, data processing or graphic production services employed by the parties or their counsel to assist in this litigation.
  - iv. Any outside expert or consultant (or any employee of such outside expert or consultant) who is retained by counsel for a party in this Proceeding,

for purposes of consulting, and/or testifying in this Proceeding, and to whom counsel in good faith has deemed disclosure of such "HIGHLY CONFIDENTIAL" material is reasonably necessary in order to assist in the preparation or the conduct of this Proceeding. This paragraph shall not relieve, change or otherwise affect any obligations or limitations imposed on any person by contract or law regarding the disclosure or use of trade secrets or other confidential or proprietary information.

- v. Any person who is shown on the face of "HIGHLY CONFIDENTIAL"

  material to have authored or received the "HIGHLY CONFIDENTIAL"

  material sought to be disclosed to that person, but only as to the specific material the person authored or received.
- vi. Two (and no more than two) directors, officers, employees or other representatives of a party or its corporate parent designated as having responsibility for making business decisions dealing directly with the resolution of this Proceeding. However, a party that designated information as "HIGHLY CONFIDENTIAL" may reveal such information to any of its own directors, officers, employees or other representatives.
- vii. Any fact witness, at the witness' deposition in this Proceeding, but only if counsel who discloses "HIGHLY CONFIDENTIAL" information to the witness determines, in good faith, that such disclosure is reasonably necessary and appropriate to assist in the conduct of this Proceeding.

- viii. This Court or any other Court exercising jurisdiction with respect to this litigation, Court personnel, jurors, alternate jurors, and qualified persons (including necessary clerical personnel) recording, taking or transcribing testimony or argument at any deposition, hearing, trial, or appeal in this litigation; and
- ix. Any other person to whom the Supplying Party agrees in writing or on the record in advance of the disclosure, provided that the party seeking to make the disclosure must first submit a request, in writing or on the record, to the Supplying Party explaining why the disclosure is necessary. If the Supplying Party does not agree to allow the disclosure, the party seeking to make the disclosure may file a motion with the Court for approval to make the disclosure.

#### 6. Notification of Protective Order

Confidential Information and Highly Confidential Information shall not be disclosed to a person described in paragraphs 4(b)(iii), 4(b)(iv), 4(b)(v), 4(b)(viii), 5(b)(iv), 5(b)(vii), or 5(b)(ix) unless and until such person has executed an Agreement of Confidentiality in substantially the form attached hereto as Exhibit A. The originals of an executed Agreement of Confidentiality shall be maintained by counsel for the party who obtained it until the final resolution of this litigation and shall not be subject to discovery except upon motion on notice and a showing of good cause. This prohibition includes either direct or indirect disclosure, including but not limited to, any disclosure by counsel or experts. At any deposition and absent the agreement of the parties, prior to the disclosure of any Confidential Information and/or Highly Confidential Information, the deponent shall be provided a copy of the form attached hereto as Exhibit B and shall be asked to

affirmatively state on the record that he or she has received the form and consents to the restrictions contained within the Stipulated Protective Order, a copy of which shall be provided to the deponent.

#### 7. <u>Use of Confidential or Highly Confidential Information at Trial</u>

The rules and procedures governing the use of Confidential and Highly Confidential Information at trial shall be determined by the Court at the final pretrial conference.

#### 8. Objections to Designations

A party may, at any time, make a good faith challenge to the propriety of a Confidential or Highly Confidential Information designation. In the event a party objects to the designation of any material under this Order, the objecting party shall consult with the designating party to attempt to resolve their differences. If the parties are unable to reach an accord as to the proper designation of the material, after giving notice to the designating party, the objecting party may apply to the Court for a ruling that the material shall not be so designated. If such a motion is made, the designating party has the burden of establishing that the designation is proper. If no such motion is made, the material will retain its designation. Any documents or other materials that have been designated "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" shall be treated as Confidential or Highly Confidential until such time as the Court rules that such materials should not be treated as Confidential or Highly Confidential.

#### 9. Preservation of Rights and Privileges

Nothing contained in this Order shall affect the right, if any, of any party or witness to make any other type of objection, claim, or other response to discovery requests, including, without limitation, interrogatories, requests for admissions, requests for production of documents or questions at a deposition. Nor shall this Order be construed as a waiver by any party of any legally

cognizable privilege to withhold any Confidential Information or Highly Confidential Information other than on the basis that it has been designated Confidential or Highly Confidential, or of any right which any party may have to assert such privilege at any stage of this litigation.

#### 10. Return or Destruction of Materials

Within sixty business days after the final resolution of this litigation, all Confidential Information or Highly Confidential Information shall be returned to counsel for the party or non-party that produced it or shall be destroyed. As to those materials that contain or reflect Confidential Information or Highly Confidential Information, but that constitute or reflect counsel's work product, counsel of record for the parties, or non-parties, shall be entitled to retain such work product in their files in accordance with the provisions of this Order, so long as it is clearly marked to reflect that it contains information subject to this Order. Such materials may not be used in connection with any other proceeding or action. Counsel shall be entitled to retain pleadings, affidavits, motions, briefs, other papers filed with the Court, deposition transcripts, and the trial record (including exhibits) even if such materials contain Confidential Information or Highly Confidential Information, so long as such materials are clearly marked to reflect that they contain information subject to this Order and may not be used in connection with any other proceeding or action.

#### 11. Inadvertent or Unintentional Disclosure

A Supplying Party that inadvertently fails to designate discovery material as "Confidential" or "Highly Confidential" or mis-designates discovery material as "Confidential" or "Highly Confidential" pursuant to this Order at the time of its production shall be entitled to make a correction to its designation within a reasonable time of the discovery of the non- or mis-designation. Such correction and notice thereof shall be made in writing, accompanied by

substitute copies of each item of discovery material, appropriately designated. Those individuals who received the discovery material prior to notice of non- or mis-designation by the Supplying Party shall within five (5) days of receipt of the substitute copies, take reasonable steps to destroy or return to the law firm representing the Supplying Party all copies of such mis-designated documents. The obligation to treat such material pursuant to the corrected designation shall be prospective only, and those individuals who reviewed the mis-designated discovery material prior to notice of the mis-designation by the Supplying Party shall abide by the provisions of this Order with respect to all future use and disclosure of any information contained in the mis-designated materials.

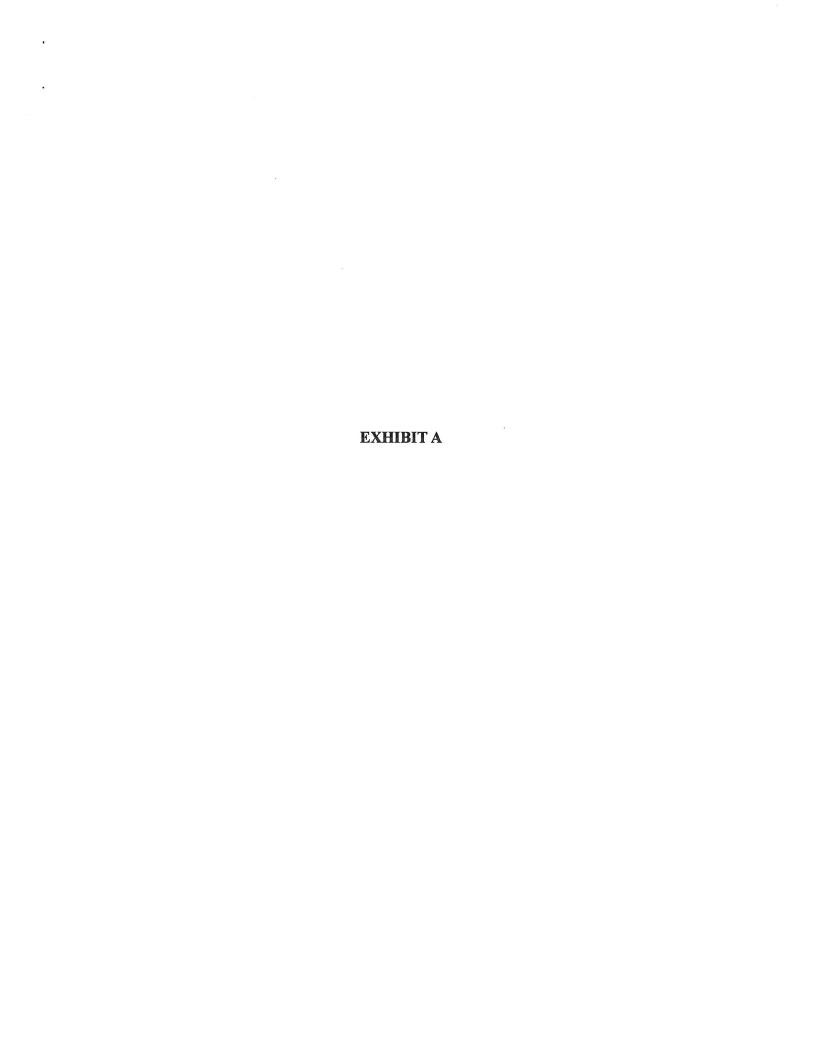
#### 12. Other Provisions

- a. The restrictions set forth in this Order shall not apply to documents or information designated Confidential or Highly Confidential that are publicly available or that are obtained independently and under rightful means by the Receiving Party, unless they became so due to a violation of this Order.
- b. A party's compliance with the terms of this Order shall not operate as an admission that any particular document is or is not (a) confidential, (b) privileged or (c) admissible in evidence at trial.

- Any party or person in possession of Confidential Information or Highly c. Confidential Information who receives a subpoena (or other process) from any person (including natural persons, corporations, partnerships, firms, governmental agencies, departments or bodies, boards or associations) who is not a party to this Order, which subpoena seeks production or other disclosure of such Confidential Information or Highly Confidential Information shall immediately give written notice by electronic mail to counsel for the other party or person who produced the materials designated as Confidential or Highly Confidential. The written notice shall identify the materials sought and enclose a copy of the subpoena or other process, unless ordered otherwise by a court of competent jurisdiction. Nothing herein shall be construed to obligate the person subject to service or other process to make a motion or undertake other legal process, or to appear before any court or administrative body in opposition to a motion or other legal process seeking production of any Confidential or Highly Confidential materials, provided such person invokes, to the extent reasonably possible, the highest level of confidentiality available under applicable law, rule, regulation, court order, or other compulsory process, at the time of disclosure of such Confidential materials.
- d. This Order shall apply to non-parties who provide discovery, by deposition, production of documents or otherwise, in this litigation, if said non-party requests, in writing, the protection of this Order as to said non-party's Confidential Information or Highly Confidential Information and complies with the provisions of this Order.
- e. Upon the final resolution of this litigation (including conclusion of any appeal), this Order shall remain in effect and continue to be binding, unless expressly modified, superseded, or terminated by consent of all parties or by Order of the Court. This Court expressly retains

jurisdiction over this action for enforcement of the provisions of this Order following the final resolution of this litigation.

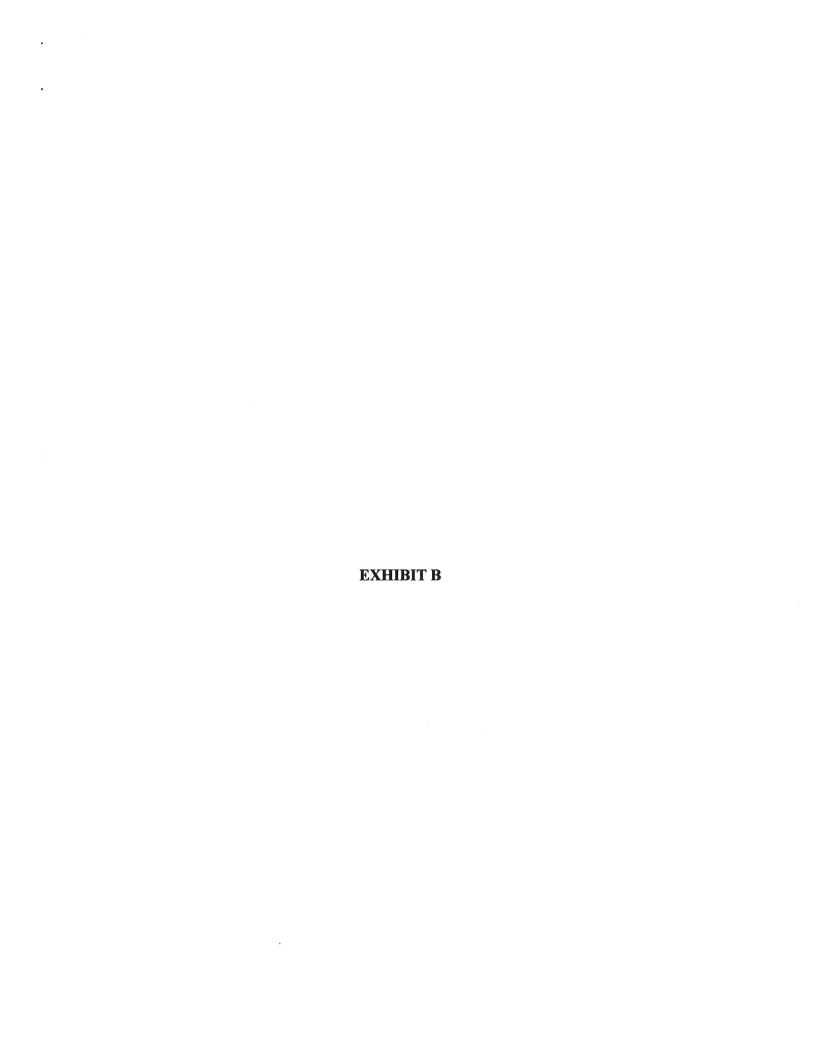
- f. This Order shall not prevent a party from applying to the Court for relief therefrom, or from applying to the Court for further or additional protective orders, or from agreeing to modifications of this Order, subject to the approval of the Court.
  - g. The Court may amend, modify or dissolve this Protective Order at any time.IT IS SO ORDERED this \_\_\_\_\_ day of July, 2023.



## IN THE DISTRICT COURT OF OKLAHOMA COUNTY STATE OF OKLAHOMA

Oklahoma Department of Securities ex rel. Melanie Hall, Administrator,							
Plaintiff, v.	Case No. CJ-2022-5066 Judge Don Andrews						
Premier Global Corporation, et al.	valge 2 on 1 mayor 11						
Defendants.							
CERTIFICATION							
1. My name is							
I live at	·						
I am employed as (state position)							
by (state name and address of employer)	·						
2. I have read the Stipulated Protective Order that has been entered in this case, and							
copy of it has been given to me. I understand the provisions	of this Order and agree to comply						
with and to be bound by its provisions.							
3. I declare under penalty of perjury that the foregoing	is true and correct.						
Executed this day of, 20	<b>∴</b>						

(signature).



## IN THE DISTRICT COURT OF OKLAHOMA COUNTY STATE OF OKLAHOMA

Oklahoma Department of Securities ex rel. Melanie Hall, Administrator,

Plaintiff,

v.

Case No. CJ-2022-5066 Judge Don Andrews

Premier Global Corporation, et al.

Defendants.

#### NOTICE TO DEPOSITION WITNESSES

You are being shown one or more documents which have been designated as "Confidential" pursuant to an Order of this Court. Except for providing testimony at this deposition, you may not disclose these documents or their contents to any person other than the attorney who represents you at this deposition. Further, neither these documents nor their contents may be used by you for any purpose except that you may use them for your testimony in connection with this litigation. In any event, you are prohibited from using them for any business, competitive, personal, private, public, or other non-litigation purpose. The improper disclosure or use of these documents or their contents may result in the imposition of sanctions upon you by the Court. If you wish a complete copy of the Court Order, a copy will be provided to you upon request.

#### Jo Kelley

From:

Tara LaClair

Sent:

Tuesday, August 15, 2023 1:05 PM

To:

rnash@nashfirm.com; bdixon@nashfirm.com; clay@christensenlawgroup.com; Miles, Jonathan M.; brock@christensenlawgroup.com; whitney@christensenlawgroup.com;

jtimmons@cwlaw.com; hallen@spencerfane.com; Lodoen, Jim; justin williams;

dboxeur@nashfirm.com

Cc:

**Subject:** 

Patty Labarthe; Shaun Mullins; Molly Tolbert; Aimee Majoue; Jo Kelley; Tara LaClair ODS v. Premier Global Corporation, et al / Okla. Case No. CJ-2022-5066Brad Davenport

<BDavenport@securities.ok.gov>

**Attachments:** 

Dean - Draft Protective Order (7.27.2023)(17037167.2 SJDOCS).docx

All,

Attached please find our proposed protective order to cover the production of confidential documents in this matter. Please let us know of any suggested changes or additionas as the Department has requested one agreement to cover the production of all parties.

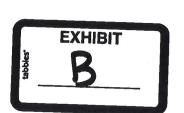
Thank you, Tara

#### Tara A. LaClair, LL.M.

Member / Head of Securities & Financial Services Litigation Steptoe & Johnson PLLC 101 N. Robinson Ave., Suite 500 Oklahoma City, OK 73102 

Licensed: Oklahoma, California & Michigan





#### **Jo Kelley**

From:

Shaun Mullins <SMullins@securities.ok.gov>

Sent:

Tuesday, August 15, 2023 1:41 PM

To:

Tara LaClair; rnash@nashfirm.com; bdixon@nashfirm.com;

clay@christensenlawgroup.com; Miles, Jonathan M.; brock@christensenlawgroup.com; whitney@christensenlawgroup.com; jtimmons@cwlaw.com; hallen@spencerfane.com;

Lodoen, Jim; justin williams; dboxeur@nashfirm.com

Cc:

Patty Labarthe; Molly Tolbert; Aimee Majoue; Jo Kelley; Brad Davenport

**Subject:** 

RE: ODS v. Premier Global Corporation, et al / Okla. Case No. CJ-2022-5066Brad

Davenport <BDavenport@securities.ok.gov>

#### [EXTERNAL EMAIL] DO NOT CLICK links or attachments unless the sender is safe.

#### Tara,

Thank you for circulating this draft. Due to certain statutory considerations applicable to the Department, we will be circulating a revised draft with language specific to those issues very soon. Hopefully the parties will be able to arrive at a single agreed order.

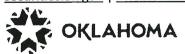
Sincerely, Shaun

#### Shaun Mullins | Attorney

Oklahoma Department of Securities

Office: (405) 280-7709 | Fax: (405) 280-7742

securities.ok.gov | investedok.org



From: Tara LaClair < Tara. LaClair@Steptoe-Johnson.com>

**Sent:** Tuesday, August 15, 2023 1:05 PM

**To:** rnash@nashfirm.com; bdixon@nashfirm.com; clay@christensenlawgroup.com; Miles, Jonathan M. <jon@christensenlawgroup.com>; brock@christensenlawgroup.com; whitney@christensenlawgroup.com; jtimmons@cwlaw.com; hallen@spencerfane.com; Lodoen, Jim <jlodoen@spencerfane.com>; justin williams <justinwilliams@overmanlegal.com>; dboxeur@nashfirm.com

Cc: Patty Labarthe <PLabarthe@securities.ok.gov>; Shaun Mullins <SMullins@securities.ok.gov>; Molly Tolbert <Molly.Tolbert@Steptoe-Johnson.com>; Aimee Majoue <Aimee.Majoue@Steptoe-Johnson.com>; Jo Kelley <Jo.Kelley@Steptoe-Johnson.com>; Tara LaClair <Tara.LaClair@Steptoe-Johnson.com>

**Subject:** [EXTERNAL] ODS v. Premier Global Corporation, et al / Okla. Case No. CJ-2022-5066Brad Davenport <a href="mailto:sbeauties.ok.gov">sbeauties.ok.gov</a>

All,

Attached please find our proposed protective order to cover the production of confidential documents in this matter. Please let us know of any suggested changes or additionas as the Department has requested one agreement to cover the production of all parties.

Thank you, Tara



#### Tara A. LaClair, LL.M.

Member / Head of Securities & Financial Services Litigation Steptoe & Johnson PLLC 101 N. Robinson Ave., Suite 500 Oklahoma City, OK 73102 O: 405-930-5153 C: 405-204-2809

Licensed: Oklahoma, California & Michigan



www.steptoe-johnson.com

Steptoe & Johnson PLLC Note:

This e-mail and any attachments are confidential and may be protected by legal privilege. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of this e-mail or any attachment is prohibited. If you have received this e-mail in error, please notify us immediately by returning it to the sender and delete this copy from your system. Thank you for your cooperation.

#### Jo Kelley

From:

Brad Davenport <BDavenport@securities.ok.gov>

Sent:

Thursday, August 24, 2023 4:18 PM

To:

Tara LaClair; Molly Tolbert; Bruce Day; Aimee Majoue; rnash@nashfirm.com; bdixon@nashfirm.com; clay@christensenlawgroup.com; Miles, Jonathan M.; brock@christensenlawgroup.com; whitney@christensenlawgroup.com; jtimmons@cwlaw.com; hallen@spencerfane.com; Lodoen, Jim; justin williams;

dboxeur@nashfirm.com

Cc:

Subject:

Patty Labarthe; Shaun Mullins; Tom Knutzen [KSC]; Kathlyn Daniels [KSC] ODS v. Premier Global Corporation, et al.; Dist. Court of Oka. Co., Case No.

CJ-2022-5066

**Attachments:** 

Protective Order\_Premier .pdf

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless the sender is safe.

#### Counsel,

Good afternoon. Please find attached a proposed Protective Order for your review and consideration in this case. Counsel for the different defendants participating in the case have each separately requested a protective order in their respective responses to the Department's written discovery requests. The Department too has numerous documents that contain personally identifiable information, bank records, tax IDs, and the like both from some of the defendants and many investors that also warrant a protective order. The attached proposed Protective Order contains both standard protective order language, as well as specially added language to address the statutory obligations of the Department that do not exist for a private party litigant but must be addressed in this case. Once you have had an opportunity to review the attached proposed Protective Order, Patty, Shaun, and I are happy to coordinate a meeting or teleconference with you to discuss the same if appropriate. Thanks.

#### **Brad Davenport | Enforcement Attorney**

Oklahoma Department of Securities

Office: (405) 280-7736

securities.ok.gov | investedok.org





#### Jo Kelley

From:

Tara LaClair

Sent:

Thursday, September 14, 2023 1:37 PM

To:

Brad Davenport; Molly Tolbert; Bruce Day; Aimee Majoue; rnash@nashfirm.com; bdixon@nashfirm.com; clay@christensenlawgroup.com; Miles, Jonathan M.; brock@christensenlawgroup.com; whitney@christensenlawgroup.com;

itimmons@cwlaw.com; hallen@spencerfane.com; Lodoen, Jim; justin williams;

dboxeur@nashfirm.com

Cc:

**Subject:** 

Patty Labarthe; Shaun Mullins; Tom Knutzen [KSC]; Kathlyn Daniels [KSC] RE: ODS v. Premier Global Corporation, et al.; Dist. Court of Oka. Co., Case No.

CJ-2022-5066

**Attachments:** 

Dean - Draft Protective Order (7.27.2023)(17037167.2 SJDOCS).docx

Good afternoon all,

The Defendants have conferred and collectively propose the attached Protective Order. Please provide any revisions. Thank you, Tara

#### Tara A. LaClaír, LL.M.

Member / Head of Securities & Financial Services Litigation Steptoe & Johnson PLLC 101 N. Robinson Ave., Suite 500 Oklahoma City, OK 73102 

Licensed: Oklahoma, California & Michigan



www.steptoe-johnson.com

From: Brad Davenport <BDavenport@securities.ok.gov>

Sent: Thursday, September 14, 2023 12:42 PM

To: Tara LaClair <Tara.LaClair@steptoe-johnson.com>; Molly Tolbert <Molly.Tolbert@Steptoe-Johnson.com>; Bruce Day <Bruce.Day@Steptoe-Johnson.com>; Aimee Majoue <Aimee.Majoue@Steptoe-Johnson.com>; rnash@nashfirm.com; bdixon@nashfirm.com; clay@christensenlawgroup.com; Miles, Jonathan M. <jon@christensenlawgroup.com>;

brock@christensenlawgroup.com; whitney@christensenlawgroup.com; jtimmons@cwlaw.com;

hallen@spencerfane.com; Lodoen, Jim <jlodoen@spencerfane.com>; justin williams

<justinwilliams@overmanlegal.com>; dboxeur@nashfirm.com

Cc: Patty Labarthe <PLabarthe@securities.ok.gov>; Shaun Mullins <SMullins@securities.ok.gov>; Tom Knutzen [KSC]

<tom.knutzen@ks.gov>; Kathlyn Daniels [KSC] <kathlyn.daniels@ks.gov>

Subject: FW: ODS v. Premier Global Corporation, et al.; Dist. Court of Oka. Co., Case No. CJ-2022-5066

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless the sender is safe.

Counsel,

Please advise of any proposed revisions or comments you have to the proposed protective order circulated to you three weeks ago.

#### **Brad Davenport | Enforcement Attorney**

**Oklahoma Department of Securities** 

Office: (405) 280-7736

securities.ok.gov | investedok.org



From: Brad Davenport

Sent: Thursday, August 24, 2023 4:18 PM

To: Tara LaClair < Tara. LaClair@steptoe-johnson.com >; Molly. Tolbert@steptoe-johnson.com; Bruce. Day@Steptoe-

Johnson.com; Aimee.Majoue@Steptoe-Johnson.com; rnash@nashfirm.com; bdixon@nashfirm.com;

clay@christensenlawgroup.com; Miles, Jonathan M. < jon@christensenlawgroup.com >;

brock@christensenlawgroup.com; whitney@christensenlawgroup.com; jtimmons@cwlaw.com;

hallen@spencerfane.com; Lodoen, Jim < ilodoen@spencerfane.com >; justin williams

<justinwilliams@overmanlegal.com>; dboxeur@nashfirm.com

<tom.knutzen@ks.gov>; Kathlyn Daniels [KSC] <kathlyn.daniels@ks.gov>

Subject: ODS v. Premier Global Corporation, et al.; Dist. Court of Oka. Co., Case No. CJ-2022-5066

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#### **Brad Davenport | Enforcement Attorney**

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